

U.S. FISH AND WILDLIFE SERVICE -- REGION 6**TELEWORK AGREEMENT BETWEEN SUPERVISOR AND EMPLOYEE**

| | |
|---|---|
| Name of Employee: | Employee's Position Title, Pay Plan, Series, and Grade: |
| Employee's Organization (Name, Address, Phone, Email): | Telework Agreement Period: |
| Official Duty Station: | Alternative Worksite: |
| Name of Supervisor: | Telephone and Email of Supervisor: |
| Type of Telework (Please select all that are appropriate): <input type="checkbox"/> CORE – Work performed at an alternative worksite on a routine, regular, and ongoing basis. <input type="checkbox"/> SITUATIONAL – Work performed at an alternative worksite on an irregular basis. <input type="checkbox"/> COOP – Continuity of Operations. | |

| Tour of Duty – Week One | | | | | |
|-------------------------|-----------------------|-----------|----------------------|--------------|-------------|
| | Official Duty Station | | Alternative Worksite | | |
| | Start Time | Stop Time | Start Time | Stop Time | Total Hours |
| MONDAY | | | | | |
| TUESDAY | | | | | |
| WEDNESDAY | | | | | |
| THURSDAY | | | | | |
| FRIDAY | | | | | |
| | | | | Total Hours: | |

| Tour of Duty – Week Two | | | | | |
|-------------------------|-----------------------|-----------|----------------------|--------------|-------------|
| | Official Duty Station | | Alternative Worksite | | |
| | Start Time | Stop Time | Start Time | Stop Time | Total Hours |
| MONDAY | | | | | |
| TUESDAY | | | | | |
| WEDNESDAY | | | | | |
| THURSDAY | | | | | |
| FRIDAY | | | | | |
| | | | | Total Hours: | |

THE SERVICE'S TELEWORK PROGRAM:

- Telework is a management option and not an employee entitlement. Supervisors can approve or deny an employee's request to telework, and they can suspend or terminate an employee's participation in the program.
- Supervisors determine if a position is appropriate for telework and if the employee is well-suited for working independently away from the official duty station.
- Participation in the telework program is voluntary. Supervisors may not require employees to telework except in emergencies.
- If the employee belongs to a labor union, appropriate labor relations obligations must be fulfilled first before participation in telework is permitted.
- The employee must complete and sign a Telework Agreement. The employee and supervisor each keep a copy of the agreement for reference. The original agreement is submitted to the HR Office.
- The employee's supervisor will certify time and attendance just as at the employee's official duty station.
- Child care, other dependent care, or performing household chores or other personal activities while teleworking is not permitted. Working at home is not a substitute for child care, elder care, or personal leave.
- Working offsite must not adversely affect the Service's mission and functions. If, at any time, the employee's participation in the telework program has an adverse impact on work operations, the supervisor may either terminate or modify the agreement immediately (subject to any labor relations obligations).
- If the requirements in this Telework Agreement are not met, the supervisor may suspend or terminate telework privileges and, depending on the severity of the infringement, may also recommend disciplinary action.

TERMS AND CONDITIONS:

- The employee's salary and benefits while teleworking will remain the same as at the official duty station as long as work at the official duty station occurs at least one day per week. Otherwise, employee pay may be subject to change based on locality.
- The employee agrees to not conduct personal business while in official duty status at the alternative worksite.
- The employee must follow established office procedures to request and obtain leave. Overtime work is only permitted when the supervisor schedules and approves it in advance.
- The employee must protect any Government-owned equipment and use it for official purposes only. Region 6 agrees to service and maintain only Government-owned and -issued equipment. The teleworker agrees to report malfunctions in Government-owned equipment to the supervisor in a timely manner and bring any malfunctioning equipment to the office for maintenance and repairs.
- The employee must not remove classified, proprietary, or sensitive material (in hard copy or electronic form) from the official duty station. The employee must safeguard all files, records, and reference material used or created when teleworking, and incorporate them into the official office files, as appropriate. Provisions of the Records Management Policy, Privacy Act, Freedom of Information Act, and Federal Records Act must be adhered to, and any original Federal records must not be removed from the official duty station.
- The employee must comply with Region 6's IT and personal property security procedures, and ensure that all Service-provided equipment is protected from being damaged, stolen, or accessed by others. **The employee agrees to accept responsibility for damaged or stolen equipment.**

- The Service is not liable for damages to an employee's personal or real property during telework, except to the extent the Service is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.
- Region 6 policies concerning personal use of office equipment and library collections must be adhered to while teleworking.
- If the alternative worksite is the employee's house (and not a telework center), one area must be designated as the official work area. The Service's potential exposure to liability is restricted to this official work area. The home office is a space set aside for official work, and family responsibilities must not interfere with work time. A safety checklist to raise awareness of safety requirements and to help eliminate potential hazards must be completed prior to beginning telework.
- The employee agrees to allow Service representatives to access the alternative worksite during normal working hours.
- The Service is not responsible for any operating costs that are associated with using an employee's home as an alternative worksite, such as home maintenance, insurance, or utilities. Authorized expenses incurred while teleworking may be reimbursed.
- All conflict of interest statutes and regulations in effect while teleworking are binding
- The employee is covered by the Federal Employees Compensation Act (FECA) for injuries and work-related illnesses sustained while teleworking. The supervisor must be notified immediately of unsafe and/or unhealthful conditions and practices at the alternative worksite, or personal conditions (physical or mental) that adversely affect the employee's ability to perform work in a safe and healthful manner. Any job-related incident that results in or has the potential to cause injury, illness, or property damage must be reported to the supervisor immediately, and all required forms completed. The supervisor must investigate the incident immediately and complete and submit a safety report to the Regional Safety Office.
- The employee must complete all assigned work according to procedures agreed to with the supervisor and according to guidelines and standards in the employee's annual performance plan. The employee must provide regular reports, if required, to the supervisor so he/she can evaluate performance. If performance suffers during telework, the supervisor may cancel the arrangement.
- Nothing in this Telework Agreement prevents the Service from taking appropriate disciplinary or adverse action against the employee for conduct issues associated with teleworking, including failure to comply with the Telework Agreement.

By signing below, the employee and supervisor agree to meet all terms and conditions in this agreement.

Employee's Signature and Date: _____

Supervisor's Signature and Date: _____

Supervisor: Before the employee may begin to telework, the Telework Coordinator in the HR Office must receive the original, signed Telework Agreement. The supervisor and employee should each keep a copy of the agreement for future reference.

COMMENTS (Use this section to describe the equipment the employee will be issued and what equipment the employee is supplying, and any additional information describing the teleworking arrangement. Use additional paper if needed.):

U.S. FISH AND WILDLIFE SERVICE -- REGION 6**WORK AT HOME TELEWORK SAFETY CHECKLIST**

| | | | |
|---|---------------------|--|---|
| Name of Employee: | Name of Supervisor: | | |
| <p>This checklist should help you to understand the requirements for workplace safety and help you assess the overall safety of your alternative worksite. The employee must complete this safety checklist. After you complete it, sign and date the checklist and include it in your Telework Agreement. Both you and your supervisor should keep a copy of the Telework Agreement for your records. The employee is responsible for informing your supervisor of any significant changes to the work area.</p> | | | |
| LIST OF ITEMS / CONDITIONS TO INSPECT | | | Check Yes, No, or N/A (Not Applicable) |
| | | | YES NO N/A |
| 1. Is the workspace free of asbestos-containing materials? | | | |
| 2. If asbestos-containing material is present, is it undamaged and in good condition? | | | |
| 3. To the extent it can be determined, is the work area free of indoor air quality problems? | | | |
| 4. Is the space free of noise hazards? | | | |
| 5. Are temperature, noise, ventilation, and lighting adequate for your normal level of job performance? | | | |
| 6. Is all electrical equipment free of recognized hazards that would cause physical harm (e.g., frayed, loose, or exposed wires)? | | | |
| 7. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? | | | |
| 8. Do circuit breakers clearly indicate if they are in the open or closed position? | | | |
| 9. Will the building's electrical system permit the grounding of electrical equipment (a 3-prong receptacle)? | | | |
| 10. Is there a potable (drinkable) water supply? | | | |
| 11. Are all stairs with four or more steps equipped with handrails? | | | |
| 12. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? | | | |
| 13. Are file cabinets and closets arranged so drawers and doors do not open into hallways? | | | |
| 14. Are the phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard? | | | |
| 15. Is there a smoke detector in or near the work area? | | | |
| 16. Is adequate ventilation present for the desired occupancy? | | | |
| 17. Are lavatories available with hot and cold running water? | | | |
| 18. Do chairs have any loose casters or wheels? | | | |
| 19. Are the rungs and legs of chairs sturdy? | | | |
| 20. Is the office space neat, clean, and free of excessive amounts of combustibles? | | | |
| 21. Are the floor surfaces clean, dry, level, and free of worn or frayed seams? | | | |
| 22. Are carpets well secured to the floor and free of frayed or worn seams? | | | |

| LIST OF ITEMS / CONDITIONS TO INSPECT | Check Yes, No, or N/A (Not Applicable) | | |
|---|---|----|-----|
| | YES | NO | N/A |
| 23. Do you have an emergency or contingency plan in place with emergency telephone numbers and means of escape? | | | |
| 24. Is your chair adjustable? | | | |
| 25. Do you know how to adjust your chair? | | | |
| 26. Is your back adequately supported by a backrest? | | | |
| 27. Are your feet on the floor or fully supported by a footrest? | | | |
| 28. Are you satisfied with the placement of your computer monitor, mouse and keyboard? | | | |
| 29. Is it easy to read the text on your screen? | | | |
| 30. Do you have a document holder? | | | |
| 31. Do you have enough leg room at your desk? | | | |
| 32. Is the computer monitor screen free from noticeable glare? | | | |
| 33. Is the top of the computer monitor screen at eye level? | | | |
| 34. Is there space to rest your arms while not keying? | | | |
| 35. When keying, are your forearms parallel with the floor? | | | |
| 36. Are your wrists fairly straight when keying? | | | |

I believe the Safety Checklist is accurate to the best of my knowledge.

Employee's Signature and Date: _____

COMMENTS: